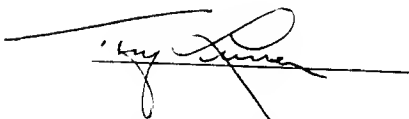


Memorandum of Agreement


The Borough of Lodi and Teamsters Local Union No. 469 have agreed to the following changes and conditions to the Collective Bargaining Agreement anything not listed below will remain in full force.

- One year contract expiring December 31, 2011
- All terms and conditions are retroactive to Jan. 1, 2011
- **IDA** Insurance coverage will expire June 30, 2011
- 2% increase in wages
- Employee contributions to health care in the amount of 1.5%
- \* Dispatchers have agreed to give up the Borough of Lodi Life Insurance Policy from the Standard Insurance Company. Employees will have the option to pick up the Life Insurance Coverage on their own through payroll deductions.

For Lodi

  
5-16-11 date

For Union

  
5/9/2011 date

## AGREEMENT

Agreement is entered into this 1 day of APRIL, 2007, between Local Union No. 418, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union" and the Borough of Lodi, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Employer".

The Employer and the Union agree as follows:

### ARTICLE 1 - RECOGNITION

The Employer recognizes Local Union No. 418, affiliated with the International Brotherhood of Teamsters, as the sole and exclusive bargaining agency for all Police Dispatchers and/or 911 Operators employed by the Borough of Lodi, in all matters pertaining to rates of pay, wages (salaries), hours of work, benefits, and other terms and conditions of employment.

Excluded are all other employees.

### ARTICLE 2 - UNION DUES AND AGENCY SHOP FEES

Section 1 - The Employer agrees, for each of its employees covered by this Agreement, who in writing authorizes the Employer to do so, that it will deduct from their earnings payable to such employee, the monthly dues and initiation fees, if any, for each such employee's membership in the Union. Deductions for the union dues shall be made from the first payroll in each month, the initiation fees shall be made from the first payroll in each month, the initiation fees shall be broken down as closely as possible into four (4) equal payments and deducted in the first

four (4) payroll periods after the successful completion of the probationary period.

Section 2 - All Union dues, assessments, and fees, deducted from an Employees' pay will be transmitted to the Secretary Treasurer of Local 418 by check within ten (10) working days after the first pay period in which deductions are made, and within ten (10) working days after such deductions are made each month thereafter, and said dues deductions will be accompanied by the list showing the names of all Employees for whom the deductions were made.

Section 3 - The Union agrees to furnish written authorization in accordance with State Statute (N.J.S.A. 52:14-15.9) for each Employee authorizing these deductions. The Union further agrees to be bound by all provisions of said State Statute, as well as all other applicable provisions of law pertaining to dues check off.

Section 4 - Any Employee who decides not to join the Union after the thirty (30) day probationary period, shall as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in the amount equal to 85% of the regular union membership dues fees, and shall be in accordance with the provisions of N.J.S.A. 34:13A-5.4.

Section 5 - The Union agrees that it will indemnify and save harmless the Employer against any claims, actions, demands, losses

or expenses in any matter resulting from action taken by the Employer at the request of the Union.

### **ARTICLE 3 - MANAGEMENT AND EMPLOYEE RIGHTS**

The right to manage the affairs of the Borough and to direct the working forces and operations of the Borough, subject only to the limitations of this Agreement and any applicable Federal or State Statutes or Regulations is vested in and retained by the Borough.

Nothing contained herein shall be construed to deny or restricted to any Employee such rights as he may have under the New Jersey State Statutes or Civil Service Laws or other applicable laws and regulations. The rights granted to Employees hereunder shall be deemed to be in addition to those provided elsewhere. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any Employer or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such Employee, providing such activities do not violate any Local, State or Federal Law.

No reprisals of any kind shall be taken by the Borough or any member of the Administration against any party interest, any representative, any member of the Union, or any other participant in the grievance procedure by reason of such participation.

### **ARTICLE 4 - GRIEVANCE AND MEDIATION PROCEDURE**

A. Major Suspension, Etc.

In any case where a permanent Employee in the classified service as defined in the Civil Service Rules and Regulations is issued a preliminary notice of disciplinary action involving (a) suspension for more than five (5) days at one time, (b) the third suspension or third fine in one calendar year, (c) demotion, or (d) removal, the Employee if he desires to appeal, shall do so in accordance with the procedures set forth in the Civil Service Rules and Regulations, and where applicable appeal said matter to the Courts of the State of New Jersey.

B. Grievances and Minor Suspensions, Etc.

Any grievance relating to the position, wages, or working conditions of an Employee, including suspension for less than five (5) days and fines, demotions, and other disciplinary actions not covered in Paragraph A above, shall be handled in the manner set forth below and shall be initiated within six (6) months from said date of grievance.

1. The Employee shall discuss the grievance with his immediate supervisor. He may be represented by a member of the Union. In the event the Union declines to represent the Employee, he or she shall have the right to proceed without such representation. If the Employee or the Union is not satisfied with the result of the discussion with his supervisor, either may file a written notice of grievance with the Employee's department head. If, for any reason, the Employee or the Union does not wish to discuss the grievance with the Employee's supervisor, the

procedure may be begun with written notice to the department head.

2. The department head shall review all aspects of the grievance that he deems necessary and shall render a written determination within five (5) days and shall advise the Employee and the Union of such decision immediately thereafter and forward to each a copy of his determination.

3. The Employee or the Union may appeal the decision of the department head if either is unsatisfied with the result, by filing a written notice of appeal with the Borough Administrator, and, at the same time, forwarding copies of all previous writings on the matter. Within the next ten (10) days, the Borough Administrator shall conduct a hearing and thereafter render a written determination within ten (10) days and shall advise both the Employee and the Union of such decision immediately thereafter and forward to each a copy of his determination.

4. If the grievances are not settled by the steps outlined above, the Union or the Employee, within ten (10) working days after receipt by the Employee and the Union of the Borough Administrator's decision, shall have the right to file an appeal with the Public Employment Relations Commission (PERC). PERC shall appoint an arbitrator to hear the grievance. The arbitrator's decision shall neither modify, add to, nor subtract from the terms of this Agreement and the referenced policies and shall be rendered within thirty (30) days after completion of the

hearing and shall be final and binding upon both parties. The cost of the arbitrator and his expenses shall be borne equally by both parties, unless otherwise provided by law.

#### **ARTICLE 5 - WORK SCHEDULE**

The current work schedule and 10-minute reporting time prior to the employee's scheduled shift shall continue. The Employer agrees to give a minimum seven (7) days' notice to any Employee whose work schedule will be permanently changed. This notification is not required for any non-permanent work schedule changes or in the event of an emergency.

#### **ARTICLE 6 - DISCHARGE OR SUSPENSION**

The parties agree that discharge or suspension of employees should be pursuant to Department of Personnel regulations.

#### **ARTICLE 7 - HOLIDAYS**

Employees shall be entitled to thirteen (13) paid days off in lieu of the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veteran's Day
Washington's Birthday	Election Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

## ARTICLE 8 - VACATION

Vacation entitlement shall be based on the Employee's anniversary date of employment. An Employee shall be entitled to paid vacation in accordance with the following schedule:

- (a) From date of hire through December 31 of the year hire, one (1) day for each thirty (30) days of employment;
- (b) From January 1, of the first full calendar year after date of hire through December 31, of the fourth full calendar year after date of hire, twelve (12) days;
- (c) From January 1, of the fifth full calendar year after date of hire through December 31 of the ninth full calendar year after date of hire, fifteen (15) days;
- (d) From January 1, of the tenth full calendar year after date of hire through December 31 of the fourteenth full calendar year after date of hire, twenty (20) days;
- (e) From January 1, of the fifteenth full calendar year after date of hire and thereafter, twenty-two (22) days.
- (f) From January 1, of the twenty-fifth full calendar year after the date of hire and thereafter, twenty-five (25) days.

Vacations may be scheduled through the calendar year. Preference of selection shall be awarded to Employees in the order of their seniority.

## ARTICLE 9 - SICK LEAVE

Sick leave is here defined to mean absence from post or duty of an Employee because of illness, accident and exposure to



contagious disease, attendance upon a member of the Employee's immediate family for a serious illness requiring the care and attendance of such Employee.

Fifteen (15) days sick leave per year with pay shall be granted to all Employees covered by this Agreement. Banks to carryover accumulated sick days from year to year shall be established and there shall be a maximum of 220 sick days that can be accumulated.

All Employees shall call in one (1) hour prior to their starting time in order to utilize a sick day. An Employee who is absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating his or her right to such leave. In case of leave of absence due to exposure to a contagious disease, a certificate from the Department of Health shall be required before return to employment, if requested by the Borough. The Borough may require an Employee who has been absent because of personal illness, as a condition of his or her return to duty, be examined, at the expense of the Borough, by a physician designated by the Borough.

Such examination shall establish whether the Employee is capable of performing his or her normal duties and that his or her return will not jeopardize the health of other Employees.

Employees shall be permitted to sell back to the Borough all or any portion of their yearly sick leave allotment subject to the following:

- a) Sick days shall be sold back in full-day increments;
- b) Payment shall be at straight time;
- c) The employee must notify the Borough of the number of days it desires to sell back within thirty (30) days of the signing of the contract for 2004 or within the month of January for all future years or shall lose the right to sell back sick days for that year.

#### **ARTICLE 10 - HEALTH AND WELFARE BENEFITS**

The Borough shall provide, at no cost to the Employee, the same hospitalization and medical payment plans that were actually provided by the Borough during the year 2000 or its equivalent, which plans shall include coverage not only for the Employees but for their eligible dependents as well. The agreed upon eyeglass coverage for this contract period shall be attached to Schedule A of this Agreement and remain in force until such time a change is negotiated.

Each Employee shall be entitled to a non-contributory life insurance policy in an amount equal to twice the Employee's yearly salary.

#### **ARTICLE 11 - MILITARY LEAVE**

Employees enlisting or entering the Military or Naval Service of the United States, pursuant to the provisions of the Universal Military Training and Service Act and amendments thereto, shall be granted all rights and privileges provided by the Act.

Upon return from Military Service leave, an Employee shall

resume all former employment service credits, together with such improvements as such Employee would have gained had Military Service not been entered, so that in no event will employment service credit status be less than that provided by applicable Government Laws and Regulations.

#### **ARTICLE 12 - BEREAVEMENT LEAVE**

A. All permanent full time Employees covered by this Agreement shall be entitled to three (3) days leave with pay from the day of death or day of the funeral of a member of his immediate family.

B. Immediate family shall include spouse, children, parents, brothers, sisters, grandparents and grandchildren of Employee or spouse.

C. One day of bereavement leave, day of burial, shall be available in the case of the death of an uncle, aunt, nephew or niece.

D. Such funeral leave shall not be charged against the Employee's vacation or sick leave.

E. Any extension or absence under this Article, however, may be at the Employee's option and with the consent of the Department Head, be charged against available vacation time or be taken without pay for a reasonable period.

F. Reasonable verification of event may be required by the Employer.

### **ARTICLE 13 - JURY DUTY**

An Employee who is called to Jury Duty shall immediately notify the Employer. An Employee shall not be required to report back to work on any day in which Court is attended for Jury Duty Service, regardless of the Employee's shift.

The Employer agrees to pay the Employee his or her regular straight time rate of pay for each day on Jury Duty Service.

### **ARTICLE 14 - PERSONAL DAYS**

In addition to any other leaves of absence set forth herein, all Employees shall receive five (5) days leave of absence for personal business. Personal leave days may not be accrued or accumulated. Except in cases of emergency, Department Heads must be notified sufficiently in advance to permit them to provide coverage for the absence of said Employee.

Personal days may only be taken one day at a time unless exception for just cause is granted by the Borough Manager whose determination shall be final.

### **ARTICLE 15 - HIRING PRACTICES**

The Employer agrees to fill all job vacancies in accordance with Department of Personnel Rules and Regulations.

All personnel covered by this Agreement shall be entitled to seniority in accordance with Department of Personnel Regulations.

### **ARTICLE 16 - WORK RELATED INJURIES OR SICKNESS**

A. Where an Employee covered under this Agreement suffers a work-connected injury or disability, the Employer shall continue

such Employee at full pay, during the continuance of such Employee's inability to work. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Employer.

B. The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work, and the Employer may reasonably require employees to visit the Borough's designated physician.

C. In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer or by its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation, or, if there is an appeal therefrom, by the final decision of the last reviewing court shall be binding upon the parties.

D. For the purpose of this Article, injury or illness incurred while the Employee is acting in any Employer authorized activity, shall be considered in the line of duty.

E. Employees who are injured while working must make a report within a reasonable period of time thereof to their Department Head.

#### NEW JERSEY DISABILITY

The Borough shall provide N.J. Disability Insurance for all

individuals covered by this Agreement as required by State law.

#### **SPECIAL LICENSES AND CERTIFICATIONS (RE-CERTIFICATIONS)**

The Employer shall pay the fee for the grant or renewal of any special licenses or certifications (re-certifications), except driver's license, which the Employee is required by law to have in the performance of the duties and responsibilities specified in the job classification.

#### **ARTICLE 17 - SAFETY AND USE OF PERSONAL VEHICLE**

No Employee covered by this Agreement shall be required to use his or her personal vehicle for Borough business.

The Employer agrees, as presently provided, to maintain a clean, sanitary washroom.

#### **ARTICLE 18 - SALARIES AND COMPENSATION**

The Employee will be paid all earnings by check twice monthly and will be paid during working hours. When pay day falls on a holiday, said Employee shall be paid the preceding day. Upon written request of the individual Employee, and by giving two (2) weeks' written notice to the Employer, vacation pay will be paid on the day prior to the start of the vacation period. Each Employee covered by this Agreement shall be entitled to annual wages as set forth in Schedule "B" attached hereto and made a part hereof.

The Borough shall have the right to hire Employees at such salary as the Borough deems appropriate, provided, however, that no Employee shall be hired at a salary less than the minimum

salary and not more than the maximum salary being paid to an Employee covered by this Agreement who is doing the same or similar work as the work to be performed by the new Employee.

#### **ARTICLE 19 - OVERTIME**

Employee shall be compensated at a rate of time and a half for all hours worked in excess of eight (8) hours in a single day.

Existing overtime payments shall continue.

#### **ARTICLE 20 - SEPARABILITY AND SAVINGS CLAUSE**

If any Article or Section of this Agreement or of any supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Sections should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any supplements or riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been restrained, shall be affected thereby.

#### **ARTICLE 21 - MAINTENANCE OF BENEFITS**

The parties agree that all benefits being received by Employees, including holidays, shall not be diminished during the term of this Agreement.

#### **ARTICLE 22 - CONTINUATION OF CONTRACT PROVISIONS**

All of the provisions of this Agreement shall continue in full force and effect beyond that stated expiration date set forth herein until a successor Agreement is executed and becomes

effective.

#### ARTICLE 23 - TERM

The term of this Agreement shall be from January 1, 2004, through December 31, 2006.

#### ARTICLE 24 - SALARY INCREASES

All salary increases for the year 2004 shall be retroactive to January 1, 2004, and retroactive payment shall be made as soon as possible after execution of this Agreement.



## SCHEDULE "A"

### EYEGLOSS PROVISION

### VISION CARE BENEFIT

The benefit pays for certain vision care expenses. These expenses must be charged to you or your dependent while covered. The expenses also must be recommended by a physician or optometrist.

You will be paid the actual cost to you of the reasonable charges for the services and supplies shown in the Vision Care Schedule below, up to the maximum amount shown for each service or supply. The services and supplies shown in the Schedule are the only ones covered.

In some cases, the amount shown in the Schedule may be greater than the amount you are charged. The excess will be added to the amount shown in the Schedule for any other service or supply, which is charged within sixty (60) days after the first service of supply is charged.

### LIMITATIONS

You will be paid for one (1) complete eye exam per person in any 12 months.

You will be paid for two (2) lenses per person in any 12 months.

You will be paid for one (1) set of frames per person in any 12 months.

Each time period begins when the service or supply is first charged to the person. An eye exam is charged on the date it is performed. Lenses or frames are charged on the date they are ordered.

#### NOT COVERED

Charges for orthoptics (eye muscle exercises).

#### VISION CARE BENEFIT - CONTINUED

Charges for vision training or subnormal vision aids.

Lenses that can be ordered without a prescription.

Any service or supply which is not shown in the Vision Care Schedule.

Other exclusions that apply to this benefit are in GENERAL EXCLUSIONS.

#### VISION CARE SCHEDULE

DEDUCTIBLE OF \$25.00 TO BE PAID BY EMPLOYEE

EYE EXAM	MAXIMUM AMOUNT
Lenses, per pair	
Single vision . . . . .	\$ 30.00
Bi-focal . . . . .	\$ 50.00
Tri-focal . . . . .	\$ 60.00
Lenticular . . . . .	\$ 90.00
Frames . . . . .	\$ 25.00

Contact Lenses, per pair, if prescribed  
in one of the following cases: . . . . \$180.00

A person's vision cannot be corrected  
to 20/70 in the better eye, except by  
the use of contact lenses.

A person needs contact lenses cataract  
surgery.

A person is being treated for a condition  
such as Keratoconus or Anisometropia and  
contact lenses are routinely used as part  
of the treatment.

Contact Lenses, per pair, if prescribed for  
any other reason . . . . . \$ 55.00

IMPORTANT - You will be paid one half of the  
Maximum Amount for a single lens.

*Retiree Jan 1<sup>st</sup>*

**Memorandum of Agreement**

**Between**

**Borough of Lodi / Police Dispatchers – 911 Operators**

**And**

**Teamsters Local Union No. 418**

1. **Four (4) year contract**

2. **Wages**                      1<sup>st</sup> yr                      2<sup>nd</sup> yr                      3<sup>rd</sup> yr                      4<sup>th</sup> yr  
   4%                      4%                      4%                      4%

3. **Article XIX – Overtime**

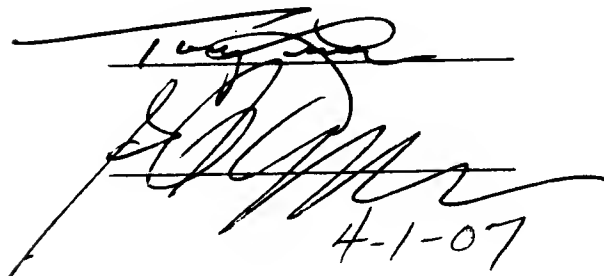
In lieu of overtime, be able to take comp. time with the chief's approval.

4. **Article X - Health & Welfare Medical Benefits**

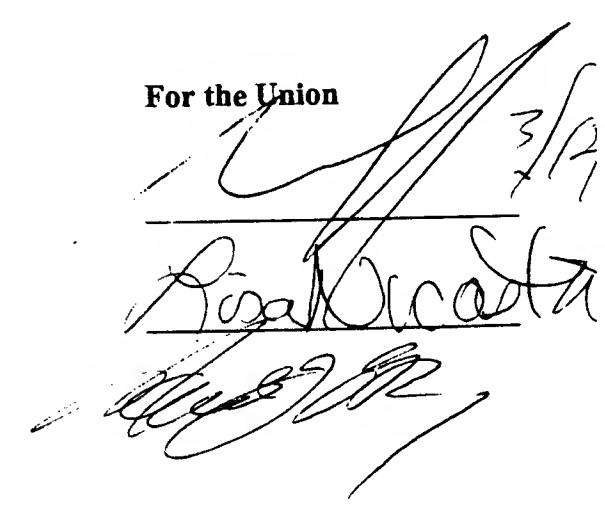
Any additional medical benefits given to other borough employees will automatically include Local 418 bargaining unit members.

All other language, terms and conditions of the contract remain the same.

**For the Company**

  
4-1-07

**For the Union**

  
3/19

**SCHEDULE "B"**  
**SALARIES AND WAGES**

	2007	2008	2009	2010
<b>Step 1</b> <b>First year of</b> <b>Employment</b>	<b>\$30,239.31</b>	<b>\$31,448.88</b>	<b>\$32,706.83</b>	<b>\$34,015.10</b>
<b>Step 2</b> <b>Second through</b> <b>Fourth years</b>	<b>\$32,759.34</b>	<b>\$34,069.71</b>	<b>\$35,432.50</b>	<b>\$36,849.80</b>
<b>Step 3</b> <b>Fifth year of</b> <b>Employment</b>	<b>\$35,279.38</b>	<b>\$36,690.56</b>	<b>\$38,158.18</b>	<b>\$39,684.51</b>
<b>Step 4</b> <b>Maximum – after</b> <b>5 years</b>	<b>\$37,799.41</b>	<b>\$39,311.39</b>	<b>\$40,883.85</b>	<b>\$42,519.20</b>

**All employees shall be entitled to \$70.00 added to their wages during the pay period following the anniversary date of the employee's eighth full year.**

**SCHEDULE "B"**

**SALARIES AND WAGES**

	2007	2008	2009	2010
Step 1 First year of Employment	\$ 30,239.31	\$ 31,448.88	\$ 32,706.83	\$ 34,015.10
Step 2 Second through Fourth years	\$ 32,759.34	\$ 34,069.71	\$ 35,432.50	\$ 36,849.80
Step 3 Fifth year of Employment	\$ 35,279.38	\$ 36,690.56	\$ 38,158.18	\$ 39,684.51
Step 4 Maximum - after 5 years	\$ 37,799.41	\$ 39,311.39	\$ 40,883.85	\$ 42,519.20

All employees shall be entitled to \$700.00 added to their wages during the pay period following the anniversary date of the employees' eighth full year.